





## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: c/o Suite 5000 – BNY Independence Center, 701 Market Street, Philadelphia, PA 19106-1532

Address of Defendant: 201 W Evergreen Ave Apt 707 Philadelphia, PA 19118

Place of Accident, Incident or Transaction: Action of Enforced Collections

## RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when Yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes  No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes  No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? Yes  No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes  No

I certify that, to my knowledge, the within case  is  not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 7/18/19

315936

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

## CIVIL: (Place a √ in one category only)

A

## Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts  
 2. FELA  
 3. Jones Act-Personal Injury  
 4. Antitrust  
 5. Patent  
 6. Labor-Management Relations  
 7. Civil Rights  
 8. Habeas Corpus  
 9. Securities Act(s) Cases  
 10. Social Security Review Cases  
 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

## B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts  
 2. Airplane Personal Injury  
 3. Assault, Defamation  
 4. Marine Personal Injury  
 5. Motor Vehicle Personal Injury  
 6. Other Personal Injury (Please specify): \_\_\_\_\_  
 7. Products Liability  
 8. Products Liability – Asbestos  
 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

ARBITRATION CERTIFICATION  
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify:

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:  
 Relief other than monetary damages is sought.

DATE: \_\_\_\_\_

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

JUL 26 2019

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

~~CFK~~  
**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA

vs.

Plaintiff

Caroline F. Boorman

Defendant

CIVIL ACTION NO.

10

2282

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that the defendants do not agree with the plaintiff regarding said designation, that the defendants shall, with their first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which those defendants believe the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus -- Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security -- Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration -- Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos -- Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management -- Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management -- Cases that do not fall into any one of the other tracks. (X)

7/18/19  
Date

Rebecca A. Solarz, Esq.

**Attorney for Plaintiff, United States of America**

Pennsylvania Attorney I.D. No. 315936

Suite 5000 – BNY Independence Center

701 Market Street

Philadelphia, PA 19106-1532

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rsolarz@kmllawgroup.com

JUL 26 2019

CFK

UNITED STATES DISTRICT COURT

FOR THE

EASTERN DISTRICT OF PENNSYLVANIA

**UNITED STATES OF AMERICA**

Plaintiff

vs.

**Caroline F. Boorman**

Defendant

**19 3282**  
CIVIL NO.

**COMPLAINT**

The United States of America, on behalf of its Agency, the Department of Health and Human Services, by its specially appointed counsel, Rebecca A. Solarz of KML LAW GROUP, P.C., represents as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C. 1345.
2. The last-known address of the Defendant, Caroline F. Boorman (“Defendant”) is 201 W Evergreen Ave, Apt 707, Philadelphia, PA 19118.
3. That the defendant is indebted to the plaintiff in principal amount of \$76,950.63, plus interest of \$429.03, for a total of \$77,379.66. A true and correct copy of the Certificate of Indebtedness is attached as Exhibit “A” (“Certificate of Indebtedness”).
4. Demand has been made upon Defendant by Plaintiff for the sum due but the amount due remains unpaid.

WHEREFORE, the plaintiff demands judgment against Defendant as follows;

- (A) In the amount \$77,379.66.

(B) Plus filing fee allowed pursuant to 28 U.S.C., Section 1914 in the sum of \$150.00.

(C) Interest from the date of judgment at the legal rate of interest in effect on the date of judgment until paid in full.

(D) Costs of suit.

Notice is hereby given to Defendant that Plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action from any debt accruing.

United States of America by and through  
its specially appointed counsel  
KML Law Group, P.C.

By: \_\_\_\_\_

Rebecca A. Solarz, Esquire  
BNY Independence Center  
701 Market Street  
Suite 5000  
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(215)825-6327  
RSolarz@kmllawgroup.com

UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

**UNITED STATES OF AMERICA**

**Plaintiff**

**vs.**

**Caroline F. Boorman**

**Defendant**

**CIVIL NO.**

**EXHIBITS**

**“A” CERTIFICATE OF INDEBTEDNESS**



## DEPARTMENT OF HEALTH &amp; HUMAN SERVICES

Program Support Center

Debt Collection Center

**CERTIFICATE OF INDEBTEDNESS**  
***Health Education Assistance Loan***

Caroline F. Boorman  
 201 W. Evergreen Ave Apt 707  
 Philadelphia, PA 19118  
 HHS Claim Number: [REDACTED]  
 SSN: XXX-XX-[REDACTED]

Total debt due United States as of May 29, 2019: \$77,379.66 (principal \$76,950.63; interest \$429.03).

I certify that the Department of Health and Human Services' (HHS) records show that the named individual is indebted to the United States in the amount stated above. Interest is computed at a variable rate and adjusted quarterly. Interest is currently accruing at the rate of 5.5% per annum; and \$11.60 per day. Due to the compounding of interest, the current principal amount is greater than the original amount borrowed.

The claim arose in connection with Health Education Assistance Loan(s) made by a private lender and assigned to the United States.

Dr. Caroline F. Boorman applied for and was granted the following Health Education Assistance Loans (HEAL), Section 701-720 of the Public Health Service Act (42 U.S.C. 292).

Date of <u>Promissory Note</u>	Amount of <u>Promissory Note</u>	Amount <u>Disbursed</u>	Date <u>Disbursed</u>
10/27/92	20,000.00	20,000.00	11/17/92
10/23/93	20,000.00	20,000.00	12/07/93

Dr. Boorman signed promissory notes agreeing to repay the loans beginning the first day of the tenth month after ceasing to be a full-time student or completing a residency program.

Due to default an insurance claim was filed with the United States. The amount due was \$51,571.00. The lender's claim was paid by the United States on October 21, 2004, and an assignment of the notes was received.

HHS notified Dr. Boorman by letter dated October 28, 2004, that the previous holder of the HEAL promissory notes placed her in default and assigned the notes to the U.S. Government.

**PAGE 2 - CERTIFICATE OF INDEBTEDNESS - CAROLINE F. BOORMAN**

In a letter dated December 30, 2004, she was advised that her account had been referred to a private collection agency. She was notified that the account would be referred to DOJ for enforced collection unless HHS received payment in full or a repayment agreement (RA) was concluded.

By letter dated February 11, 2005 and March 5, 2010 she was advised that her account was delinquent. She was notified of HHS' intent to refer her debt to other Federal agencies for the purpose of administrative offset, which may include Federal tax refund offset, salary offset, wage garnishment, and other Federal or State Agencies payments. She was advised that paying the debt in full or entering into an RA would terminate administrative offset.

On July 29, 2005 and February 23, 2010, Dr. Boorman was notified that she had sixty days in which to resolve the delinquent debt or her case would be referred to the DOJ for enforced collection. She did not comply.

In a letter dated March 27, 2019, Dr. Boorman was sent instructions for entering into a RA. She was notified that unless payment in full or a fully documented RA was received within 30 days, the case would be referred to DOJ for enforced collection. She did not comply.

Total Payments made to the United States: \$16,656.25

The following provides a breakdown of payments made on the debt:

Voluntary Payments	\$224.48
Treasury Offset Payment	\$16,431.77

Repeated attempts by HHS have been unsuccessful in establishing an acceptable repayment agreement.

**CERTIFICATION:** Pursuant to 28 U.S.C. 1746, I certify under penalty of perjury that the foregoing is true and correct.

6/20/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Melodie R. Sanders  
Chief, Debt Referral Section  
Program Support Center  
U.S. Department of Health and Human Services

<b>Calculation Summary</b>	
<b>Debtor's Last Name</b>	<b>Boorman</b>
<b>Case Number</b>	[REDACTED]
Principal	\$76,950.63
Interest	\$429.03
<b>Total Due</b>	<b>\$77,379.66</b>
Interest Through Date	05/29/19
Interest Rate	5.500%
Daily Interest Accrual	\$11.60
Total Payments to the United States	\$16,656.25